

Michael
Byrne

This Mutual Release and Settlement Agreement (hereafter referred to as "Agreement") is entered into this the 10 day of August, 2017, by and between **JENNIFER M. NORTON** (hereafter referred to as "Petitioner") and **THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION** (hereafter referred to as the "Respondent") (all hereinafter collectively referred to as "Parties"), on the following terms:

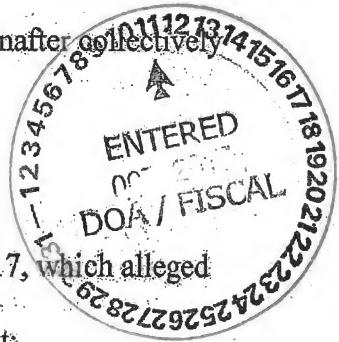
WITNESS THAT

WHEREAS, Petitioner filed an internal grievance on March 10, 2017, which alleged certain claims related to Respondent not continuing Petitioner's employment;

WHEREAS, the Parties find it mutually desirable to resolve any and all claims which have arisen or might arise as the result of Respondent's dismissal of Petitioner.

NOW, THEREFORE, THE PARTIES DO AGREE TO THE FOLLOWING:

1. **Settlement Payment & Release.** For good and valuable consideration set forth below, the Parties agree as follows:
 - a. Respondent agrees to make total payments of thirty-three thousand three hundred seventy-nine dollars and seventy-nine cents (\$33,379.79) (the "Settlement Payments") within ten (10) days of the date that the Agreement is fully executed, as back pay and attorney's fees. Twenty eight thousand eight hundred seventy-nine dollars and seventy-nine cents (\$28,879.79) represents a gross salary along with accrued annual leave and longevity benefits of forty-eight thousand five-hundred eighty-eight dollars and fifty-three cents (\$48,588.53) for the period of December 23, 2016, through July 31, 2017, less retirement benefits received of nineteen thousand seven hundred eight dollars and seventy-four cents (\$19,708.74) and will be paid by check to Jennifer M. Norton. Four thousand five hundred dollars (\$4,500.00) represents a reduced attorney



fee award and will be paid by check to Michael C. Byrne, Attorney at Law. Each recipient will be responsible for the payment of any applicable federal and state taxes resulting from such payments.

- b. In consideration for the benefits conferred by this Agreement, Petitioner releases Respondent from any and all liability that has arisen or might arise from all claims and causes of action based upon or arising out of the alleged facts and transactions upon which Petitioner's internal grievance was based, including claims for fees, costs, and attorney's fees.
- c. Petitioner will not sue Respondent on any matters relating to her employment arising before the execution of this Agreement, either in her individual capacity or as a party with others. If Petitioner violates this provision, she will i) return all payment received under this Agreement and Respondent's obligations under this Agreement will be null and void, except to the extent that the release set forth above would be invalidated; and ii) indemnify Respondent for all expenses that it incurs in connection with Petitioner's violation of this provision. Petitioner acknowledges that such violation constitutes sufficient irreparable harm and injury that would justify the issuance of a restraining order. Respondent agrees to indicate in its human resources system that Respondent resigned and retired instead of indicating she was dismissed or terminated.

The Respondent's physical human resource files and BEACON human resources information system files will be purged of all references to Respondent being dismissed or terminated substituting that she resigned and retired.

- 2 **Settlement Is Not Admission by Either Party.** The Parties mutually agree that this Agreement is entered into for the purpose of compromising all disputed claims and is not to be

construed as an admission by any Party regarding the merit or lack of merit of the Parties' respective claims and defenses. Accordingly, the Agreement will in no way constitute an adjudication or finding on the merits of the case, nor will it be construed as an admission by Respondent or a finding of wrongdoing or violation of any applicable law.

3. Binding Effect of Agreement on Successors in Interest. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

4. Rules as to Interpretation of Agreement.

a. Each Party and attorneys for each Party have reviewed this Agreement.

Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

b. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of North Carolina and the state and federal courts of North Carolina shall have exclusive jurisdiction over any dispute or controversy arising out of this Agreement and the parties thereto. The Parties agree that venue in Wake County or the Eastern District of North Carolina is proper.

c. The above-stated provisions constitute the entire agreement as specified by the Parties, and the considerations stated herein are contractual and are not mere recitals.

d. In the event that a portion of this Agreement is held invalid, such provision shall remain in force and effect to the maximum extent allowable and all non-affected provisions shall remain fully valid and enforceable.

5. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same

instrument.

6. Effect of Breach of Agreement. In the event a Party breaches this Agreement, the other Party may avail itself of all remedies provided by law or equity. It is understood and agreed that, in the event of violation of this covenant, each Party shall have the right to institute and prosecute any proceeding at law or in equity for violating or threatening to violate this covenant. Proceedings may be initiated against the violating Party, their heirs, legal representatives, and assigns for a restraining injunction and for damages. The Parties further agree that such violation constitutes sufficient irreparable harm and injury that would justify a judge to issue a restraining order. In the event of a suit to enforce this Agreement, the prevailing Party shall be entitled to reimbursement for court costs and attorney fees as awarded by the Court.

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IN WITNESS WHEREOF, the undersigned set forth their hands as of the date written below:

JENNIFER M. NORTON

9-21-2017
DATE

Jennifer M. Norton

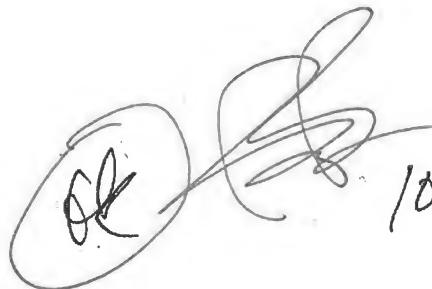
NORTH CAROLINA DEPARTMENT OF
ADMINISTRATION

DATE

By: _____
Machelle Sanders
Secretary

2017/10/10
DATE

By: Mark B. Edwards, Jr.
MARK B. EDWARDS, JR.
DEPUTY SECRETARY


10-11-17